



Beyond Interactive
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PURCHASE ORDER #2074-11978-5089-0001

Date:	Nov 24, 2004
Site:	ABC Teach
Client:	Canter & Associates
Media Plan:	2005 Core Media

This document provides a complete media purchase order between Canter & Associates and ABC Teach. ABC Teach is hereby referred to as 'site.' Canter & Associates is hereby referred to as 'advertiser'. Beyond Interactive is hereby referred to as 'agency'. This document shall hereafter be referred as the "PO". The following components are attached:

Buy Specifications:

Reflects all agreed upon pricing, delivery, and creative specifications. Also contains detailed placement information and specifications that apply to each placement (e.g. does this placement offer the right of first refusal: "yes" or "no").

Billing Instructions:

Contains Beyond Interactive billing contact information and invoice requirements.

Creative & Production Trafficking Instructions:

Provides Beyond Interactive contact information and instructions.

Legal Addendum A: Standard Terms and Conditions for Online Media Purchase:

Outlines legal terms and conditions regarding make-goods, research, creative, billing, and liability issues.

Please sign and fax all pages to your contact at Beyond Interactive to indicate your acceptance.

BUY OVERVIEW

SITE INFORMATION			
Date: Nov 24, 2004			
Media Plan: 2005 Core Media			
Client: Canter & Associates			
Site: ABC Teach		URL: www.abcteach.com	
Sales Contact: Sandra Kemsley	Ph: 248-647-7977	Fax: 248-647-5823	Email: sandkems@abcteach.com
Traffic Contact: Culley Harrelson	Ph: 209-559-5492	Fax:	Email: culley@abcteach.net
UNIT DISTRIBUTION			
Month	Impressions	Total	
January 2005	6,261,950.00	\$3,333.36	
February 2005	6,261,950.00	\$3,333.36	
March 2005	6,261,910.00	\$3,333.34	
April 2005	6,261,910.00	\$3,333.34	
May 2005	6,261,910.00	\$3,333.34	
June 2005	6,261,910.00	\$3,333.34	
July 2005	6,261,910.00	\$3,333.34	
August 2005	6,261,910.00	\$3,333.34	
September 2005	6,261,910.00	\$3,333.34	
October 2005	6,261,910.00	\$3,333.34	
November 2005	6,261,910.00	\$3,333.34	
December 2005	6,261,910.00	\$3,333.34	
Totals	75,143,000	\$40,000.10	
SPECIFICATIONS (Applies to all placements within this site)			
Outclause: Yes, Days: 7		Early Cancellation CPU: No	
Measurement/Billing Method: Agency 3rd Party w/ Publisher Variance		Even Distribution Variance: No	
Report Frequency: Weekly		First Right of Refusal: No	
Measurement Variance: 10%		Preemption: No	
Click Action: Within <i>current</i> browser			

PLACEMENT DETAILS

PLACEMENT: 468X60 ROS		ABC TEACH
Flight Dates:	Jan 1, 2005 - Dec 31, 2005	
Buy Type:	Run of Site	
Media Type:	Banner - Rich Media Allowed	
CPM:	\$0.70	
General Notes:	Ads will run on: - ABCTeach.com - ABCTeach.net - ABCTeahcit.com	
<i>See above for this placement's specifications.</i>		
IMPRESSIONS DISTRIBUTION		
Month	Impressions	Total
January 2005	2,761,950.00	\$1,933.36
February 2005	2,761,950.00	\$1,933.36
March 2005	2,761,910.00	\$1,933.34
April 2005	2,761,910.00	\$1,933.34
May 2005	2,761,910.00	\$1,933.34
June 2005	2,761,910.00	\$1,933.34

July 2005	2,761,910.00	\$1,933.34
August 2005	2,761,910.00	\$1,933.34
September 2005	2,761,910.00	\$1,933.34
October 2005	2,761,910.00	\$1,933.34
November 2005	2,761,910.00	\$1,933.34
December 2005	2,761,910.00	\$1,933.34
Totals	33,143,000	\$23,200.10

CREATIVE SPECIFICATIONS

Max. File Size (K): 12
 Alt Text (Yes No): No
 Unit Size: 468x60

PLACEMENT: FULL TEXT AD - ROS

ABC TEACH

Flight Dates: Jan 1, 2005 - Dec 31, 2005
Buy Type: Run of Site
Media Type: Text Ad
CPM: \$0.40
General Notes: Ads will run on: - ABCTeach.com - ABCTeach.net - ABCTeahcit.com

See above for this placement's specifications.

IMPRESSIONS DISTRIBUTION

Month	Impressions	Total
January 2005	3,500,000.00	\$1,400.00
February 2005	3,500,000.00	\$1,400.00
March 2005	3,500,000.00	\$1,400.00
April 2005	3,500,000.00	\$1,400.00
May 2005	3,500,000.00	\$1,400.00
June 2005	3,500,000.00	\$1,400.00
July 2005	3,500,000.00	\$1,400.00
August 2005	3,500,000.00	\$1,400.00
September 2005	3,500,000.00	\$1,400.00
October 2005	3,500,000.00	\$1,400.00
November 2005	3,500,000.00	\$1,400.00
December 2005	3,500,000.00	\$1,400.00
Totals	42,000,000	\$16,800.00

CREATIVE SPECIFICATIONS

Max # of Lines: 4
 Max # Chars. Per Line: 0
 Miscellaneous: Up to 50 words plus linkable URL.

BILLING INSTRUCTIONS

<p>Invoices must include all of the following components to ensure payment</p> <ul style="list-style-type: none"> • Purchase Order # 2074-11978-5089-0001 • Advertiser • Gross and net cost • Billing period • Guaranteed units • Actual units being billed • Contract start and end dates 	
<p>Send all invoices after the contract end date to</p> <p>5405 Data Court Suite 200 Ann Arbor, MI 48108 United States</p>	<p>Billing questions should be directed to</p> <p>Jackie Litterst JLitterst@beyondinteractive.com Ph: 734-205-0644 Fax: 734-747-8621</p>

CREATIVE & PRODUCTION TRAFFICKING INSTRUCTIONS

<p>The site will provide Beyond Interactive with all appropriate creative & production contacts. Two business days after the execution of this document a site's traffic contact will be identified in writing.</p> <p>Site contacts will be responsible for providing Beyond Interactive with: (1) Ad unit technical specifications (2) Material due dates (3) Address to traffic completed materials.</p> <p>Beyond Interactive's contacts will: (1) Ensure that all proper creative & production contacts are known by all parties (2) Notify both groups when changes occur (3) Facilitate an open and on-going line of communication between both groups.</p> <p>All advertising materials will be trafficked via the trafficking contact.</p>	
<p>For all creative, reporting, and billing inquiries, please contact</p>	
Moses Robles	mrobles@beyondinteractive.com
Ph: 512-282-5442	Fax: 734-747-8621
<p>For all media inquiries, please contact</p>	
Melissa Zanotti	mzanotti@beyondinteractive.com
Ph: 734-205-0648	Fax: 734-747-8621
<p>For all trafficking inquiries, please contact</p>	
Tim Giacomino	timg@beyondinteractive.com
Ph: 734-205-0620	Fax: 734-747-8621
<p>For all billing inquiries, please contact</p>	
Jackie Litterst	JLitterst@beyondinteractive.com
Ph: 734-205-0644	Fax: 734-747-8621

LEGAL ADDENDUM A

I. DELIVERY

A. Measurement

- i. The number of individual ad units, impressions, click-throughs, and/or acquisitions (collectively, "Ad Units") delivered by the publisher web site ("Site") to a client ("Advertiser") of Beyond Interactive, Inc. ("Agency") will be measured each month during an advertising campaign by an independent third party ad-serving service/system (currently DART for Advertisers, hereinafter referred to as "DART");
- ii. In the event of any discrepancy between DART and Site with respect to the number of Ad Units reported as delivered, the following criteria will apply to determine conclusively the number of Ad Units that will be deemed to have been delivered ("Credited Delivery Amount") in each month (or during the entire campaign, for campaigns shorter than one month): DART numbers shall govern and determine conclusively the number of Ad Units delivered in each month.

B. Even Distribution.

- i. The Site will monitor the number of Ad Units delivered on a weekly basis.
- ii. The Site will deliver Ad Units on an even basis in accordance with the Media Purchase Order throughout the contracted period ("Term").
- iii. In any month during the Term, the Site will be permitted an even distribution variance of up to 10% of the "Contracted Amount," which shall be the contracted Ad Units purchased each month as set forth in the Buy Specifications of this Media Purchase Order. Any even distribution variance will be calculated on a monthly basis, and not an aggregate basis, during the Term. Therefore, the Site shall be required to deliver Ad Units within the even distribution variance in each month during the Term.
- iv. A shortfall is defined as an underdelivery of Ad Units such that the Credited Delivery Amount for such month is less than 100% of the Contracted Amount. An overdelivery is defined as an overdelivery of Ad Units such that the Credited Delivery Amount for such month is more than 100% of the Contracted Amount.
- v. In any given month, if the Site makes an overdelivery within the even distribution variance, the amount of such overdelivery (not to exceed 10% of the Contracted Amount) shall be credited towards the subsequent month's Contracted Amount. In no event shall Advertiser be required to pay for overdelivered amounts in excess of the Contracted Amount for any such month, or in excess of the total contracted amount for the Term, unless Advertiser has expressly agreed to do so as stated in the Buy Specifications.

C. Make-Good Units and Credit Memos.

- i. Election of Remedy: If there is a shortfall in any given month, Advertiser may elect, in its sole discretion, to receive either Make-Good Units or Credit Memos: In any given month, if there is a shortfall, then the Site shall be required, at Advertiser's election, either to issue a credit memo in an amount equal to 100% of the shortfall, or Make-Good Units in an amount equal to 200% of the shortfall, but in any event, the Contracted Amount is the maximum amount of payment due to the Site.
- ii. If credit memos are elected, a credit in the amount of the shortfall will be issued to Agency. In such event, once the shortfall has been identified, from that point forward, delivery in subsequent months will be applied to the Contracted Amount for such months, independent of the shortfall.
- iii. Make-Good Units are to be delivered within 30 days following the end of the contract month (or such other period acceptable to Advertiser), consistent with the Advertiser's original Buy Specifications (i.e., even distribution, similar positioning, etc.).
- iv. If Make-Good Units are elected, such amounts will be added to Contracted Amount to be delivered in the next contract month, and measured in accordance with section 1.A above.
- v. If all such Make-Good Units are not utilized by end of the agreed term within the Advertiser Buy Specifications, the Site shall, at the Advertiser's sole option: (i) refund a pro rata portion of the fees paid by the Advertiser through its Agency to the Site in an amount equal to the cumulative shortfall (underdelivered amount less than 100% of contracted Ad Units) over the term of the Media Purchase Order; (ii) place the Ad Units within a later time period acceptable to Advertiser; or (iii) extend the term until the total number of contracted Ad Units are delivered.

II.

II. REPORTING

- A. Site shall provide Agency weekly reports showing Ad Units viewed and click-throughs.
- B. Such reports shall be broken out by creative execution, rotation, total impressions, total click-throughs, click-throughs, and click-through rate. Reports will also show actual versus guaranteed delivery.
- C. Agency reserves the right to audit the Site's reports of usage and delivery.
- D. All reports shall be provided to Agency in the format to be specified by Agency, no later than five (5) business days after the conclusion of the period being measured.
- E. All data generated or supplied under or in connection with this Media Purchase Order is confidential and proprietary to Advertiser and shall not be disclosed to any third party or used or exploited in any way by the Site except as expressly permitted hereunder.
- F. All Advertiser activity will remain posted on the Site for duration of the buy.

III. CREATIVE

- A. Agency shall have the right to change the graphics, text and/or URL contained in the creative banner or other advertising unit ("Creative") at any time and for any reason.
- B. Upon receipt of revised Creative, the Site shall place such revised Creative in the then-current rotation no later than two (2) business days after receiving such Creative.
- C. Agency grants no ownership hereunder to the Site or any third party of any portion of the text, graphics, code or any other element of the Advertiser's Creative, Web Site or other property.
- D. Upon providing Creative to the Site, Agency hereby grants the Site a non-exclusive, non-transferable license to use the provided Creative and all elements thereof in the form provided by Agency solely for the purposes contemplated under this Media Purchase Order.

IV. BILLING

- A. Site shall send invoices to Agency to the attention of Accounts Payable. All invoices shall show (i) the contracted impressions, acquisitions, or click-through delivery and (ii) the actual impressions, acquisitions, or click-through delivery; provided, however, that Agency shall pay all invoices based actual amount of impressions, clicks, acquisitions, etc. delivered (including make-good units) up to the contracted amount, but in no event shall Agency pay for overdeliveries above the contracted amount.
- B. Agency will provide third party ad server reports or Advertiser server reports to the Site's billing department promptly upon receipt/preparation by Agency.
- C. Invoices shall be based on third party ad-server reports unless third party ad-server reports are not available, in which case Advertiser server reports will be used.
- D. In the event that Agency identifies an error in said reports even after submitting reporting to Site, Agency and Site shall cooperate to correct such error.

V. CANCELLATIONS

- A. All activity is 100% cancelable at the Advertiser's sole discretion at any time in accordance with the out clause specified in the Buy Specifications.

VI. POSITIONING

- A. Advertiser reserves the right of first refusal to maintain all positioning of ad units contained in this contract beyond the contract end date provided that Advertiser exercises such right on or before two weeks prior the contract end date.

VII. LIABILITY

- A. The Site acknowledges that Agency is acting as agent for a disclosed principal (Advertiser), with respect to all matters arising under this Media Purchase Order. Agency, as buying agent, will make payment of all appropriate sums paid to Agency by the Advertiser. Notwithstanding anything to the contrary contained in any insertion order, acknowledgment or other documents submitted by the Site, the Site agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising published in accordance with this Media Purchase Order. For sums owing but not cleared to the Agency, the Publisher agrees to hold the Advertiser named on the face of this form solely liable.
- B. In the event an Advertiser is more than 90 days past due in paying undisputed amounts owed by such Advertiser, Agency may, upon Site's further written request, authorize the Site to proceed directly against such Advertiser to collect such amounts as are rightfully owed to Site. Agency will seek to obtain Advertisers' acknowledgment that Advertiser is principally liable for all amounts owed to Site, that Site is a third party beneficiary of the contract between Agency and Advertiser, and that Advertiser waives any objection to Site's enforcement of any legal remedies available to Site to collect such past due amounts.
- C. Site acknowledges that in addition to media costs, Advertiser incurs additional cost for

- C. centralized ad-serving services associated with all media campaigns. To the extent the site fails to properly implement or execute the request for an ad impression or click redirect, Site shall indemnify Agency and Advertiser for any related centralized ad-serving service cost, including without limitation, the operating recovery cost incurred due to failure.
- D. NEITHER SITE NOR AGENCY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION, AND IRRESPECTIVE OF WHETHER THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.

VIII. MODIFICATION

- A. This Media Purchase Order sets forth the entire agreement between the parties and supercedes all prior agreements between the parties concerning the subject matter of this agreement. No amendment or modification hereof (including any insertion order from the Site) shall be binding unless in writing and dually executed by both parties.

IX. SITE CONTENT

- A. The Site agrees that so long as any of the Advertiser's advertising appears on the Site's Internet web site (or the Advertiser sponsors the Site's Internet web site), the pages on the Site's Internet web site in which the Advertiser advertisement(s) and/or links to any of the Advertiser's Internet web site appear will neither include nor be linked to content which is pornographic or otherwise inappropriate for the Advertiser's target audience. The Advertiser reserves the right to review the content of the Site's Internet web site from time to time. In the event the Advertiser determines, in its sole discretion, that any such content is inappropriate or unacceptable, the Advertiser may immediately terminate its advertising on (or sponsorship of) the Site's Internet web site, without penalty, by written notice of termination to the Site. The Site will remove all references to the Advertiser and/or its brands from the Site's Internet web site immediately upon receipt of any such notice of termination. Upon any such termination, the Site will promptly refund to Agency /the Advertiser a pro rata portion (based upon impressions delivered) of all fees and payments made to the Site with respect to the terminated advertising (or sponsorship).

X. GENERAL

- A. Privacy Policy
 - i. Agency requires Sites who publish advertisements on behalf of Agency's Advertiser to maintain a privacy policy that includes at a minimum, the following:
 - a. Notice and disclosure to user of the Site's utilization or user's data
 - b. Providing the user a choice to consent or not consent to Site's use of user's data
 - c. Ensuring user of Site's utilization of security measures to protect user's data
 - d. Allowing user to access user's data to assess the quality and accuracy of such data, and allowing user to correct inaccurate user data
 - ii. Agency and Advertiser shall not be responsible for Site's compliance with the above requirements relating to privacy policies.
- B. Any disputes arising from or relating to this contract will be resolved exclusively in the state or federal courts located in Michigan and in accordance with the laws of the State of Michigan, without regard to its conflict laws.
- C. Both parties here to agree that either party may accept this agreement by executing a copy and sending same via facsimile transmission to the other party.
- D. DoubleClick, Inc. is a third party beneficiary of any disclaimers and limitations or exclusions of liability within this Agreement.

PURCHASE ORDER #2074-11978-5089-0001**TOTAL COST: \$40,000.10**

Beyond Interactive, Inc.	ABC Teach
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date